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ECF CASE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GREATER HURON DEVELOPMENT
CORPORATION AND THE INTERMEDIARY
RELENDING PROGRAM,

Plaintiff,

-against-

RIDGEFIELD FARMS, LLC, ROY LEVY,
RICHARD GREENFIELD and PHIL FRIEND,

Defendants.

**STIPULATION OF
SETTLEMENT AND ORDER**

Index No. 06 Civ. 13766 (CM) (KMK)
(LMS)

WHEREAS, the plaintiff commenced the above-captioned action against the defendants;
and

WHEREAS, the defendants have asserted various defenses and counterclaims against the
plaintiffs; and

WHEREAS, plaintiff and defendants believe it to be in their best interest to settle their
differences on the terms set forth herein; and

WHEREAS, each party is represented by counsel and fully understands the terms of the
settlement and I voluntarily entering into this settlement.

NOW, THEREFORE, it is stipulated and agreed as follows:

1. The parties hereby acknowledge that the promissory note, personal guarantee, and
security agreement previously executed between the parties are hereby reinstated, are in full
force and effect and are enforceable in accordance with the terms and provisions contained
therein. Copies of the notes, personal guarantees, and security agreement are annexed as
Exhibit A.

2. On or before August 10, 2007, simultaneously with the execution of this
stipulation by the parties, the defendants shall pay the plaintiff the sum of One Hundred
Thousand and 00/100 (\$100,000.00) Dollars by certified or bank check which shall be allocated
as follows:

\$7,371.77	Past due interest
\$325.00	Late charges
\$92,303.23	Prepayment of principal

3. The defendants shall immediately commence making monthly payments due under the note and shall hereafter comply with all obligations under the note, guarantees and security agreement. Without limitation, the monthly payment due under the note is One Thousand Three Hundred Ninety-Two and 04/100 (\$1,392.04) Dollars. The next monthly payment, which is due on or before August 10, 2007 shall be made simultaneously with the execution of the Stipulation. The principal balance of One Hundred Ten Thousand Seven Hundred Twelve and 82/100 (\$110,712.82) Dollars shall be due and shall be paid on March 10, 2009 in accordance with the amortization schedule attached as **Exhibit B**. There is no prepayment penalty.

4. On or before August 10, 2007, the defendants shall pay the plaintiff the sum of Nine Thousand Nine Hundred Fifty-One and 00/100 (\$9,951.00) Dollars by certified or bank check as reimbursement for legal fees incurred by plaintiff in this action.

5. Simultaneously with the execution of this stipulation by the parties, the plaintiff and defendants shall execute general releases in the form annexed hereto as **Exhibit C**.


6. Simultaneously, with the execution of this stipulation, the defendants shall execute and deliver affidavits of Confessions of Judgment securing payment of One Hundred Thirty-Six Thousand Five Hundred Forty-Nine and 34/100 (\$136,549.34) Dollars in the form attached hereto as **Exhibit D**, to secure the defendants' payment of all sums due under the note which will be held in escrow by Bartels & Feureien, LLP on behalf of the plaintiff. Upon default with respect to any payment due under the note, which default continues for seven (7) days after receipt of written note by counsel for plaintiff to counsel for defendants, plaintiff's attorneys shall have the right to immediately file Confessions of Judgment with the Court, without further notice to any defendant and the Judgment shall be enforceable against each defendant, jointly and severally, for the full unpaid amount thereof plus interest from the date of default. The seven (7) day cure period set forth above shall only be applicable to two (2) separate defaults. Thereafter, there shall be no cure period. The defendants further agree to reimburse plaintiff for any attorney' fees and expenses which are incurred to enforce the judgment and collect all sums due thereunder.

7. In the event the defendants complete their obligations under the notes, without a default, plaintiff's attorneys shall return the affidavits of Confession of Judgment to the defendants' attorney and shall note that the Confession of Judgment has not been filed.

8. This Agreement may be signed in counterparts.

Dated: August 13, 2007

Greater Huron Development Corp.

By: 
James Borszich, Executive Director and
Corporate Secretary

Dated: August 10, 2007

Ridgefield Farms, LLC

By: 
Philip Friend, President

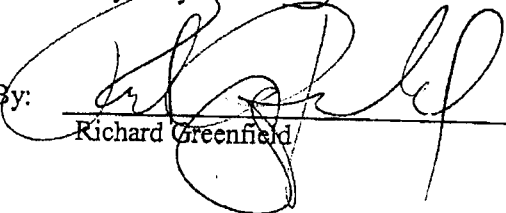
Dated: August 10, 2007

By: 
Philip Friend

Dated: August 10, 2007

By: 
Roy Levy

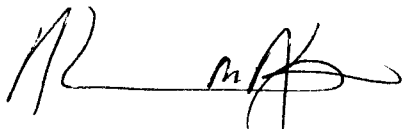
Dated: August 10, 2007

By: 
Richard Greenfield

The Clerk of the Court is directed to terminate all claims and counterclaims between and among the above-listed parties. The Clerk shall terminate Greater Huron Development Corporation and the Intermediary Relending Program as parties to the case.

The Clerk shall retain open only the third-party action brought by Third-Party Plaintiffs Ridgefield Farms, LLC, Roy Levy, Richard Greenfield, and Phil Friend against Third-Party Defendant Ridgefield Farms of South Dakota, LLC.

SO ORDERED.



KENNETH M. KARAS
United States District Judge

Dated: September 11, 2007

Borrower's Name and Address	Lender's Name and Address	Date	March 10, 2004
25 Prospect Street Ridgefield, CT 06877	Great Hill Investment Corporation and Intermediary Relending Program 375 Dakota Avenue South, Suite 102 Huron, South Dakota 57350	Maturity Date	
		Loan Amount	\$250,000.00
		Renewal Of	

For value received, I promise to pay you, or your order, at your address listed above the PRINCIPAL sum of _____

Two hundred and no/100 ----- Dollars \$250,000.00

☒ Single Advance: I will receive all of this principal sum on 3/10/04. No additional advances are contemplated under this note.

☐ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future advances are contemplated.

Conditions: The conditions for future advances are _____

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other INTEREST: I agree to pay interest on the outstanding principal balance from _____ March 10, 2004

At the rate of 3 % per year until _____ maturity

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be _____ the following index rate: _____

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as _____

A change in the interest rate will take effect _____

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____

ACCRAUAL METHOD: Interest will be calculated on a _____ 365/360 _____ basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated below).

☐ at a rate equal to _____

☒ Late Charge: If a payment is more _____ 10 calendar _____ days after it is due, I agree to pay a late charge of \$25.00

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are

☒ are not included in the principal amount above: \$5,000.00 origination fees

PAYMENTS: I agree to pay this note as follows:

☐ Interest: I agree to pay accrued interest _____

☐ Principal: I agree to pay the principal _____

☒ Installments: I agree to pay this note in _____ 60 _____ payments. The first payment will be in the amount of

\$ 1,382.04 and will be due _____ April 10, 2004 _____ . A payment of \$ 1,382.04

will be due _____ monthly _____ thereafter. The final payment of the entire unpaid balance of

principal and interest will be due _____ March 10, 2009 _____

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is:

Business Loan

Signature for Lender

Shawn Lyons, Executive Director and
Corporate Secretary

I AGREE TO THE TERMS OF THIS NOTE

(INCLUDING THOSE ON PAGE 2) I have received
a copy on today's date

Phil Friend
Ridgefield Farms, LLC

[illegible]

Huron
(City)SD
(State)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce
 GREATER HURON DEVELOPMENT CORPORATION, 375 DAKOTA AVENUE SOUTH, STE. 102, HURON, SD 57350
 (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to
 make loans or extend other accommodations to or for the account of Ridgfield Farms, LLC

in called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and
 unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason
 of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or
 obligation of Borrower to Lender evidenced by or arising out of the following: Promissory Note
dated March 10, 2004 and any extensions, renewals or
 replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of each and every
 debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe
 to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is
 or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or
 unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter
 collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described
 debt(s):

The term, "Indebtedness" as used in this guaranty shall not include any obligations entered into between Borrower and
 Lender after the date hereof (including any extensions, renewals, or replacements of such obligations) for which
 Borrower meets the Lender's standard of creditworthiness based on Borrower's own assets and income without the
 addition of a guaranty or for which a guaranty is required but Borrower chooses someone other than the joint
 Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full
 payment and discharge of all Indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or
 release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force
 and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written
 notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at
 the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof.

The Undersigned represents and warrants to the Lender that the Undersigned has a direct and substantial economic interest
 in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting in
 the creation of Indebtedness guaranteed hereby, and that this guaranty is given for a corporate purpose. The Undersigned
 agrees to rely exclusively on the right to revoke this guaranty prospectively as to future transactions, by written notice actually
 received by Lender if at any time, in the opinion of the directors or officers of the Undersigned, the corporate benefits then being
 derived by the Undersigned in connection with this guaranty are not sufficient to warrant the continuance of this guaranty as to
 Indebtedness. Accordingly, so long as this guaranty is not revoked prospectively in accordance with this guaranty, the
 Lender may rely conclusively on a continuing warranty, hereby made, that the Undersigned continues to be benefited by this
 guaranty and the Lender shall have no duty to inquire into or confirm the receipt of any such benefits, and this guaranty shall be
 effective and enforceable by the Lender without regard to the receipt, nature or value of any such benefits.

3. If the Undersigned shall be dissolved or shall be or become insolvent (however defined) or revoke this guaranty, then
 the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the
 Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily
 commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy
 Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable
 without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 250,000.00 (if
 unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to
 amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable
 thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount,
 without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or
 available to the Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned),
 from their properties, out of any collateral security or from any other source to payment of the excess. Such application of
 receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is
 limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall
 be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the
 Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees
 and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this guaranty in
 any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2 hereof, all of which are made a part hereof.

This guaranty is ☐ unsecured; ☒ secured by a mortgage or security agreement dated March 10, 2004

☒ secured by _____
 IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

By Philip FRIEND, PRES. (Title)

By _____

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all indebtedness; (ii) any one or more extensions or renewals of indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any indebtedness; (iii) any waiver adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon indebtedness; (x) any election by the Lender under §111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Undersigned further agrees(s) that Undersigned shall be and remain obligated to pay indebtedness even though any other person obligated to pay indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not accrue to indebtedness due to Borrower's discharge, and Undersigned shall remain obligated to pay such amounts as fully as if Borrower's obligations had not been discharged.

9. If any payment applied by the Lender to indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such indebtedness as fully as if such application had never been made.

10. The Undersigned waives(s) any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debt, whether or not such claim, remedy, or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing indebtedness. The Lender shall not be required first to resort for payment of the indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to the Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. The Undersigned represents and warrants to the Lender that (i) the Undersigned is a corporation duly organized and existing in good standing and has full power and authority to make and deliver this guaranty; (ii) the execution, delivery and performance of this guaranty by the Undersigned have been duly authorized by all necessary action of its directors and shareholders and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or by-laws or any agreement presently binding on it; (iii) this guaranty has been duly executed and delivered by the authorized officers of the Undersigned and constitutes its lawful, binding and legally enforceable obligation (subject to the United States Bankruptcy Code and other similar laws generally affecting the enforcement of creditors' rights); and (iv) the authorization, execution, delivery and performance of this guaranty do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

14. This guaranty shall be effective upon delivery to the Lender, without further act, condition or acceptance by the Lender, shall be binding upon the Undersigned and the successors and assigns of the Undersigned and shall inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as allowed by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and the Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of the Lender's acceptance hereof.

GUARANTY

Huron
(City)SD
(State)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce

Greater Huron Development Corporation
herein, with its participants, successors and assigns, called "Lender", at its option, at any time or from time to time to
make loans or extend other accommodations to or for the account of Ridgefield Farms, LLC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: Premissory Note
dated March 10, 2004 and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): _____

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between Borrower and Lender after the date hereof (including any extensions, renewals or replacements of such obligations) for which Borrower meets the Lender's standard of creditworthiness based on Borrower's own assets and income without the addition of a guaranty, or for which a guaranty is required but Borrower chooses someone other than the joint Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 250,000.00 (if unlimited or if no amount is stated, the Undersigned shall be liable for all indebtedness, without any limitation as to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☐ unsecured; ☒ secured by a mortgage or security agreement dated March 10, 2004;
☐ secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

Roy Lenz
Roy Lenz

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all indebtedness; (ii) any one or more extensions or renewals of indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon indebtedness; (x) any election by the Lender under §111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay indebtedness even though any other person obligated to pay indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to be continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing indebtedness. Lender shall not be required first to resort for payment of the indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

GUARANTY

Huron
(City)SD
(State)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce
Greater Huron Development Corporation

herein, with its participants, successors and assigns, called "Lender" at its option, at any time or from time to time to
 make loans or extend other accommodations to or for the account of Ridgefield Farms, LLC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and
 unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of
 acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or
 obligation of Borrower to Lender evidenced by or arising out of the following: Promissory Note
dated March, 10, 2004 and any extensions, renewals
 or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of each and every
 debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe
 to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is
 or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or
 unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter
 collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described
 debt(s):

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between Borrower and
 Lender after the date hereof (including any extensions, renewals or replacements of such obligations) for which
 Borrower meets the Lender's standard of creditworthiness based on Borrower's own assets and income without the
 addition of a guaranty, or for which a guaranty is required but Borrower chooses someone other than the joint
 Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full
 payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or
 release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be
 in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked
 by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or
 committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and
 refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so
 revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of
 written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future
 transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this
 guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith
 pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned
 voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States
 Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and
 payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 250,000.00 (if
 unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to
 amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable
 thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount,
 without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or
 available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from
 their properties, out of any collateral security or from any other source to payment of the excess. Such application of
 receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is
 limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall
 be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the
 Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and
 legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any
 litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☐ unsecured; ☒ secured by a mortgage or security agreement dated March 10, 2004;

☐ secured by

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

Richard Greenfield

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

Debtor's Name, Address, and SSN or TIN

("I" means each Debtor who signs.)

Secured Party's Name and Address

("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on:

March 10, 2004

(Date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below

at (check one) ☐ I ☒ X (name) Ridgefield Farms, LLC

owe(s) to you now or in the

check one below):

Specific Debt (s): The debt (s), liability or obligations evidenced by (describe):

Promissory Note

dated March 10, 2004

and all

extensions, renewals, refinancings, modifications, and replacements of the debt, liability or obligation.

All Debt(s): Except those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability, obligation of every type and description (whether such debt, liability, or obligation now exists or is incurred or created in the near future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several)

security interest. To secure the payment and performance of the above described Secured Debts, liability and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, all proceeds and products from the property.

Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts or service, or which are raw materials, work in process, or materials used in my business.

Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, and parts and tools. All equipment described in a list or scheduled which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

Farm Products: All farm products including, but not limited to:

- (A) All poultry and livestock and their young, along with their products, produce and replacements.
- (B) All crops, annual or perennial, and all products of crops; and
- (C) All feed, seed, fertilizer, machines, and other supplies used or produced in farming operations.

Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:

- (A) Payment for goods and property sold or leased for services rendered, whether or not I have earned such payment or by performance; and
- (B) Rights to payment out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future have any rights or interest and which arise under or as a result of any preexisting current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes, but is not limited to, the following:

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures, or crops growing or to be grown, the legal description is:

COPY

ma(n) ☐ Individual ☐ Corporation

☐ Partnership ☒ X Limited Liability Corporation

☐ If checked, file this agreement in the real estate records.

card Owner, (if not me):

Ridgefield Farms, LLC

s property will be used for ☐ personal ☒ X business

1.1 agricultural

(Secured Party's Name)

By:

Title:

Phil Friend, President

By:

Title:

Shawn Lyons, Executive Director and Corporate Secretary

GENERALLY - "You" means the Secured Party identified on page 1 of this agreement. "I," "me," and "my" means each person who is this security agreement as Debtor and who agrees to give the property described in this agreement as security for the Secured Debts. All terms and duties under this agreement are joint and individual. No modification of this security agreement is effective unless made in writing and signed by you and me. This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing. Time is of the essence in this agreement.

APPLICABLE LAW - I agree that this security agreement will be governed by the law of the state in which you are located. If properly described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the property is located.

To the extent permitted by law, the terms of this agreement may vary applicable law, if any provision of applicable law may not be varied by agreement, any provision of this agreement that does not comply with that law will not be effective. If any provision of this agreement cannot be enforced according to its terms, this fact will not effect the enforceability of the remainder of this agreement.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the property, or to the extent this is a purchase money security interest I will acquire ownership of the property with the proceeds of the loan. I will defend it against any other claim. Your claim to the property is ahead of claims of any other creditor. I agree to do what ever you require to protect your security interest and to keep the claim in the property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records, and accounts about the property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the property. I will keep the property in my possession and will keep it in good repair and use it only for the purpose(s) described in page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the property and if I am not, that I have provided you with a list of prior owners of the property.

I will keep the property at my address on page 1 of this agreement, unless we agree I may keep it at another location. If the property is to be used in another state, I will give you a list of those states. I will not try to sell the property unless it is inventory or I receive your written permission to do so. If I sell the property I will have the payment made payable to the order of you and me. You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent (1) a beneficial interest in the debtor's sold or transferred or (2) there is a change in either the identity or number of members of a partnership or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the property as they become due. You have the right of reasonable access in order to inspect the property. I will immediately inform you of any loss or damage to the property.

LIMITATIONS - This agreement will not secure a debt described in the section entitled "Secured Debts" on page 1:

- 1.) If you are to may any disclosure of the existing evidence of this security interest required by law for such debt;
- 2.) If this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
- 3.) To the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer loan" (as those terms are defined in applicable federal regulation governing unfair and deceptive credit practices);
- 4.) If this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221 and you do not obtain a statement of purpose if required under these regulations with respect to that debt; or
- 5.) If this security interest is unenforceable by law with respect to that debt.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

AUTHORITY OF SECURED PARTY TO MAKE ADVANCES AND PERFORM FOR DEBTOR - I agree to pay you on demand any sums you advance on my behalf including, but not limited to, expenses incurred in collecting, insuring, conserving, or protecting the property in inventories, audits, inspections or other examinations by you in respect to the property. If I fail to pay such sums, you may do so for me, adding the amount paid to the other amounts secured by this agreement. All such sums will be due on demand and will bear interest at the highest rate provided in the agreement, note, or other instrument evidencing the Secured Debt(s) and permitted by law at the time of the advance.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. I understand that this authorization includes, but is not limited to, permission to: (1) prepare, file, and sign my name to any necessary reports or accountings; (2) notify any account debtor of your interest in this property and tell the account debtor to make payments to you or someone else you name, rather than me; (3) place on any chattel paper a note indicating your interest in the property; (4) in my name, demand, collect, receive and give a receipt for, compromise, settle and handle any suits or other proceedings involving the collateral; (5) take any action you feel is necessary in order to realize on the collateral, including performing any part of a contract or endorsing in my name; and (6) make any entry on my books and records showing the existence of the security agreement. Your right to perform for me shall not create an obligation to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

INSURANCE - I agree to buy insurance on the property against the risks and

for the amounts that you require and to furnish you continuing proof of insurance coverage. I will give the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the property is released from this agreement. If I fail to buy or maintain insurance, (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named in this list, when I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms of the products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1955.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you have difficulty collecting the amount that I owe you; (8) I change my name or assume an additional name without first notifying you before making such a change; (9) failure to plant, cultivate, and harvest crops in due season; (10) If any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this agreement, you have the following remedies:

- 1.) You may demand immediate payment of all that I owe you under any obligation secured by this agreement.
- 2.) You may set off any obligation I have to you against any right I have to the payment of money from you.
- 3.) You may demand more security or new parties obligated to pay any debt I owe you as a condition of giving up any other remedy.
- 4.) You may make use of any remedy you have under state or federal law.
- 5.) If I default by failing to pay taxes or other charges, you may pay them (but you are not required to do so) if you do, I will repay to you the amount you paid plus interest at the highest contract rate.
- 6.) You may require me to gather the property and make it available to you in a reasonable fashion.
- 7.) You may repossess the property and sell it as provided by the law. You may repossess the property so long as the repossession does not involve a breach of the peace or an illegal entry onto my property. You may sell the property as provided by the law. You may apply what you receive from the sale of the property to: your expenses; your reasonable attorney's fees and legal expenses (where not prohibited by law); and debt I owe you. If what you receive from the sale of the property does not satisfy the debts, you may take me to court to recover the difference (where permitted by law).

I agree that 10 days written notice sent to my address listed on page 1 by first class mail will be reasonable notice to me under the Uniform Commercial Code.

If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

8.) In some cases, you may keep the property to satisfy the debt. You may enter upon and take possession of all or any part of my property, so long as you do not breach the peace or illegally enter onto the property, including lands, plants, buildings, machinery, and equipment as may be necessary to permit you to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of any of the property and to use and operate the property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

By choosing any one or more of these remedies, you do not waive your right to later use any other remedy. You do not waive a default if you choose not to use any remedy, and by electing not to use any remedy, you do not waive your right to later consider the event as a default and to immediately use any remedies if continues or occurs again.

FILING - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not obtain my signature, covering the property secured by this agreement.

CO-MAKERS - If more than one of us has signed this agreement, we are all obligated equally under the agreement. You may sue any one of us or any of us together if this agreement is violated. You do not have to tell me if any term of the agreement has not been carried out. You may release any security and will still be obligated under this agreement. Waiver by you of any of your right will not effect my duties under this agreement. Extending this agreement or new obligations under this agreement, will not effect my duty under this agreement.

Exhibit B

Ridgefield Farms - IRP

Principal	250,000.00
Annual interest	3%
Term (years)	5
Periods per year	12
Start date	4/10/2004
Maturity	3/10/2009
Monthly payment	1,392.04
No. of payments	60

<u>Payment #</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Interest</u>	<u>Principal</u>	<u>Remaining Balance</u>	<u>Received</u>
1	4/10/2004	1,392.04	645.83	746.21	249,253.79	4/13/2004
2	5/10/2004	1,392.04	623.13	768.91	248,484.88	5/14/2004
3	6/10/2004	1,392.04	641.92	750.12	247,734.76	5/25/2004
4	7/10/2004	1,392.04	619.34	772.70	246,962.06	6/4/2004
5	8/10/2004	1,392.04	637.99	754.05	246,208.01	9/30/2004
6	9/10/2004	1,392.04	636.04	756.00	245,452.01	11/19/2004
7	10/10/2004	1,392.04	613.63	778.41	244,673.60	11/19/2004
8	11/10/2004	1,392.04	632.07	759.97	243,913.63	11/19/2004
9	12/10/2004	1,392.04	609.78	782.26	243,131.37	12/8/2004
10	1/10/2005	1,392.04	628.09	763.95	242,367.42	1/18/2005
11	2/10/2005	1,392.04	626.12	765.92	241,601.50	2/14/2005
12	3/10/2005	1,392.04	563.74	828.30	240,773.20	3/16/2005
13	4/10/2005	1,392.04	622.00	770.04	240,003.16	4/13/2005
14	5/10/2005	1,392.04	600.01	792.03	239,211.13	5/11/2005
15	6/10/2005	1,392.04	617.96	774.08	238,437.05	6/9/2005
16	7/10/2005	1,392.04	596.09	795.95	237,641.10	7/11/2005
17	8/10/2005	1,392.04	613.91	778.13	236,862.97	8/10/2005
18	9/10/2005	1,392.04	611.90	780.14	236,082.83	9/22/2005
19	10/10/2005	1,392.04	590.21	801.83	235,281.00	11/17/2005
20	11/10/2005	1,392.04	607.81	784.23	234,496.77	11/17/2005
21	12/10/2005	1,392.04	586.24	805.80	233,690.97	12/13/2005
22	1/10/2006	1,392.04	603.70	788.34	232,902.63	1/11/2006
23	2/10/2006	1,392.04	601.67	790.37	232,112.26	2/21/2006
24	3/10/2006	1,392.04	541.60	850.44	231,261.82	4/7/2006
25	4/10/2006	1,392.04	597.43	794.61	230,467.21	4/26/2006
26	5/10/2006	1,392.04	576.17	815.87	229,651.34	5/8/2006
27	6/10/2006	1,392.04	593.27	798.77	228,852.57	6/8/2006
28	7/10/2007	1,392.04	7,371.77	92,303.23	136,549.34	
29	8/10/2007	1,392.04	589.08	802.96	135,746.38	
30	9/10/2007	1,392.04	587.01	805.03	134,941.35	
31	10/10/2007	1,392.04	566.06	825.98	134,115.37	
32	11/10/2007	1,392.04	582.80	809.24	133,306.13	
33	12/10/2007	1,392.04	561.97	830.07	132,476.06	
34	1/10/2008	1,392.04	578.56	813.48	131,662.58	
35	2/10/2008	1,392.04	576.46	815.58	130,847.00	
36	3/10/2008	1,392.04	518.77	873.27	129,973.73	
37	4/10/2008	1,392.04	572.10	819.94	129,153.79	
38	5/10/2008	1,392.04	551.59	840.45	128,313.34	
39	6/10/2008	1,392.04	567.81	824.23	127,489.11	
40	7/10/2008	1,392.04	547.43	844.61	126,644.50	
41	8/10/2008	1,392.04	563.50	828.54	125,815.96	
42	9/10/2008	1,392.04	561.36	830.68	124,985.28	
43	10/10/2008	1,392.04	541.17	850.87	124,134.41	
44	11/10/2008	1,392.04	557.01	835.03	123,299.38	
45	12/10/2008	1,392.04	536.96	855.08	122,444.30	
46	1/10/2009	1,392.04	552.65	839.39	121,604.91	
47	2/10/2009	1,392.04	550.48	841.56	120,763.35	
48	3/10/2009	1,392.04	512.93	879.11	119,884.24	
49	4/10/2009	1,392.04	546.03	846.01	119,038.23	
50	5/10/2009	1,392.04	526.30	865.74	118,172.49	
51	6/10/2009	1,392.04	541.61	850.43	117,322.06	

52	7/10/2009	1,392.04	522.01	870.03	116,452.03
53	8/10/2009	1,392.04	537.17	854.87	115,597.16
54	9/10/2009	1,392.04	534.96	857.08	114,740.08
55	10/10/2009	1,392.04	515.56	876.48	113,863.60
56	11/10/2009	1,392.04	530.48	861.56	113,002.04
57	12/10/2009	1,392.04	511.21	880.83	112,121.21
58	1/10/2010	1,392.04	525.98	866.06	111,255.15
59	2/10/2010	1,392.04	523.74	868.30	110,386.85
60	3/10/2009	110,712.82	325.97	110,386.85	0.00

General Release

*To all to whom these Presents shall come or may Concern,
Know that*

Greater Huron Development Corp.

A corporation organized under the laws of the State of South Dakota
in consideration of the sum of \$1.00 and other valuable and beneficial consideration,
received from

Ridgefield Farms, LLC, Phil Friend, Roy Levy and Richard Greenfield

receipt whereof is hereby acknowledged, releases and discharges, as RELEASEE,

the RELEASEE, RELEASEE'S heirs, executors, administrators, and successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, except for those obligations contained in the stipulation of settlement executed by the parties on July __, 2007 and the obligations contained in the documents described therein.

The words "RELEASOR" and "RELEASEE" include all releasors and all releases under this RELEASE.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on July 2007

In presence of:

By:

James Borszish,

**Executive Director
and Corporate Secretary**

ACKNOWLEDGEMENT

STATE OF South Dakota, COUNTY OF Beadle

On the day of , 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing General Release ("the instrument") and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

Rebecca
NOTARY PUBLIC

To all to whom these Presents shall come or may Concern,
Know That

I, Roy Levy

An individual residing at 99 Suffolk Street #3B, New York, New York 10002, as RELEASOR,
in consideration of the sum of \$1.00 and other valuable and beneficial consideration,
received from

Greater Huron Development Corp.

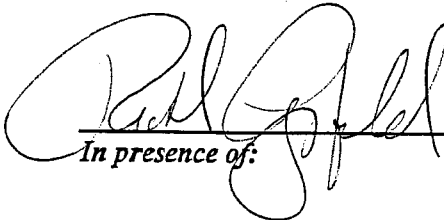
receipt whereof is hereby acknowledged, releases and discharges, as RELEASEE,

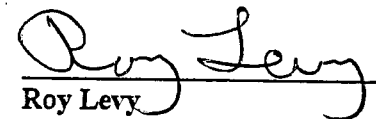
the RELEASEE, RELEASEE'S heirs, executors, administrators, and successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, except this release shall not apply to any obligations contained in the stipulation of settlement and order in the case known as

The words "RELEASOR" and "RELEASEE" include all releasors and all releases under this RELEASE.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on July 31, 2007



In presence of:

By: 
Roy Levy

ACKNOWLEDGEMENT

STATE OF New York, COUNTY OF Bronx

On the 31st day of July, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared Roy Levy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing General Release ("the instrument") and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

VILMA R. RAMOS
Notary Public, State of New York
No. 01RA4975955
Qualified in Orange County
Commission Expires December 26, 2010

To all to whom these Presents shall come or may Concern,
Know That

I, Richard Greenfield

An individual residing at 6 Old Farm Circle, White Plains, New York, 10605, as RELEASOR,
in consideration of the sum of \$1.00 and other valuable and beneficial consideration,
received from

Greater Huron Development Corp.

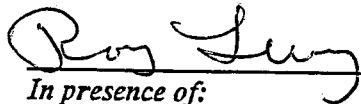
receipt whereof is hereby acknowledged, releases and discharges, as RELEASEE,

the RELEASEE, RELEASEE'S heirs, executors, administrators, and successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, except this release shall not apply to any obligations contained in the stipulation of settlement and order in the case known as

The words "RELEASOR" and "RELEASEE" include all releasors and all releases under this RELEASE.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on July 31, 2007


In presence of:

By:


Richard Greenfield

ACKNOWLEDGEMENT

STATE OF New York, COUNTY OF Bronx

On the 3rd day of Aug, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared Roy Levy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing General Release ("the instrument") and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

VILMA R. RAMOS
Notary Public, State of New York
No. 01RA4975955
Qualified in Orange County
Commission Expires December 26, 2010

To all to whom these Presents shall come or may Concern,
Know That

I, Philip Friend

An individual residing at 222 Peaceable Street, Ridgefield, Connecticut 06877 , as RELEASOR,
in consideration of the sum of \$1.00 and other valuable and beneficial consideration,
received from

Greater Huron Development Corp.


, as RELEASEE,
receipt whereof is hereby acknowledged, releases and discharges

the RELEASEE, RELEASEE'S heirs, executors, administrators, and
successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills,
specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents,
executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR,
RELEASOR'S successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any
matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, except this release
shall not apply to any obligations contained in the stipulation of settlement and order in the case known as

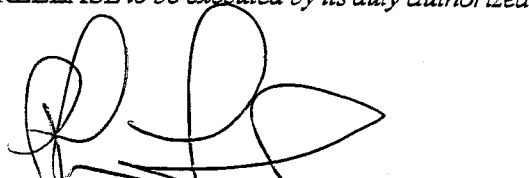
The words "RELEASOR" and "RELEASEE" include all releasors and all releases under this RELEASE.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its
corporate seal to be hereunto affixed on July ____ 2007


In presence of:

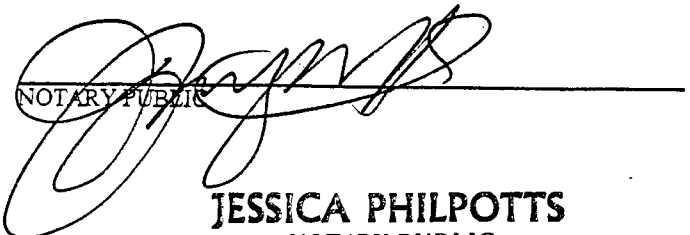
By:


Philip Friend, President

ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____

On the 7 day of August, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared
, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to
the foregoing General Release ("the instrument") and acknowledged to me that he executed the same in his capacity, and that by his signature on the
instrument, the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC
JESSICA PHILPOTTS
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2009

General Release

*To all to whom these Presents shall come or may Concern,
Know that*

Ridgefield Farms, LLC

A limited liability corporation organized under the laws of the State of Connecticut
in consideration of the sum of \$1.00 and other valuable and beneficial consideration, , as RELEASOR,
received from

Greater Huron Development Corp.

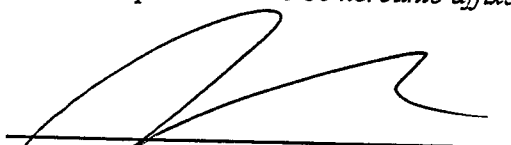
receipt whereof is hereby acknowledged, releases and discharges , as RELEASEE,

the RELEASEE, RELEASEE'S heirs, executors, administrators, and successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.


The words "RELEASOR" and "RELEASEE" include all releasors and all releases under this RELEASE.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on July 2007


In presence of:

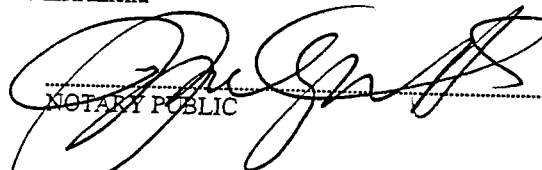
By:


Philip Friend, President

ACKNOWLEDGEMENT

STATE OF , COUNTY OF

On the day of 7 August, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing General Release ("the instrument") and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

JESSICA PHILPOTTS
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2009

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
GREATER HURON DEVELOPMENT
CORPORATION AND THE INTERMEDIARY
RELENDING PROGRAM,

Plaintiff,

-against-

RIDGEFIELD FARMS, LLC, ROY LEVY,
RICHARD GREENFIELD and PHIL FRIEND,

Defendants.
----- X

**AFFIDAVIT OF CONFESSION
OF JUDGMENT**

Case No. 06 Civ. 13766 (CM)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

RIDGEFIELD FARMS, LLC, PHILIP FRIEND, ROY LEVY AND RICHARD
GREENFIELD, being duly sworn, depose and say;

That deponents are the defendants herein.

The defendants hereby confess judgment herein and authorize entry thereof against
RIDGEFIELD FARMS, LLC, PHILIP FRIEND, ROY LEVY and RICHARD GREENFIELD,
jointly and severally, in the sum of \$136,549.34 (One Hundred Ten Thousand Seven Hundred
Twelve Dollars and Eighty Two Cents), less any prior payments made pursuant to a Stipulation
of Settlement and Order executed by deponents in an action titled Greater Huron Development
Corporation and the Intermediary Relending Program v. Ridgefield Farms, LLC, Philip Friend,
Roy Levy and Richard Greenfield, (U.S.D.C., S.D.N.Y. Case No. 06 Civ. 13766 (CM) (LMS)
(S.D.N.Y. – White Plains Division).

The individual defendants reside at Philip Friend, 222 Peaceable Street, Ridgefield,
Connecticut 06877, Roy Levy, 99 Suffolk Street #3B, New York, New York 10002, and Richard
Greenfield, 6 Old Farm Circle, White Plains, New York 10605. Ridgefield Farms, LLC has
offices at 222 Peaceable Street, Ridgefield, Connecticut 06877.

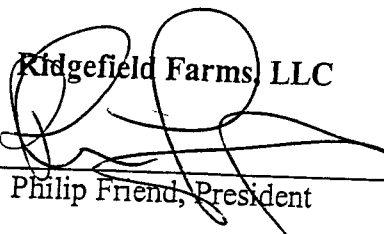
The defendant authorizes entry of judgment in Westchester County, New York if said
residence is not in New York State.

This confession of judgment is for a debt justly due to the plaintiff from the defendants
arising from the failure to make a payment or payments due on a promissory note and the
settlement of the above captioned matter.

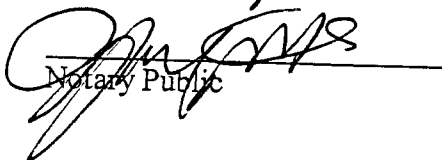
The confession of judgment is not for the purpose of securing plaintiff against a contingent liability.

Ridgefield Farms, LLC

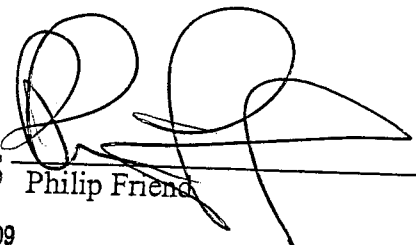
By:


Philip Friend, President

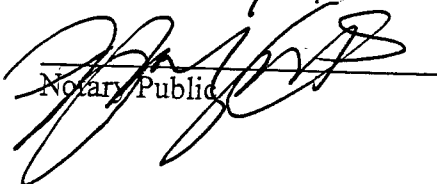
Sworn to before me on the
7 day of August, 2007


Notary Public

By:
JESSICA PHILPOTTS
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2009


Philip Friend

Sworn to before me on the
7 day of August, 2007


Notary Public

By:


Roy Levy

Sworn to before me on the
3rd day of Aug, 2007

Vilma R Ramos
Notary Public

VILMA R. RAMOS
Notary Public, State of New York
No. 01RA4975955
Qualified in Orange County
Commission Expires December 26, 2010

By:


Richard Greenfield

Sworn to before me on the
3rd day of Aug, 2007

Vilma R Ramos
Notary Public

VILMA R. RAMOS
Notary Public, State of New York
No. 01RA4975955
Qualified in Orange County
Commission Expires December 26, 2010